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1 UNITED STATES DISTRICT COURT
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3 CENTRAL DISTRICT OF CALIFORNIA
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5 WESTERN DIVISION

6 VEECO INSTRUMENTS INC. and
7 VEECO METROLOGY, LLC,

8 Plaintiffs,

9 v.

10 ASYLUM RESEARCH CORP.,

11 Defendant.

12 Case No. CV-03-6682 GW (Ex)

13 **ORDER RE JUDGMENT**

14 **The Hon. George H. Wu**
15 **U.S. District Judge**

1 Pursuant to stipulation,

2 1. In this action, which was filed on or about September 17, 2003, Veeco
3 alleged infringement of United States Patent Nos. 5,224,376; 5,237,859;
4 Re. 36,488; 5,266,801 and 5,415,027; violation of the Computer Fraud and Abuse
5 Act; violation of the Computer Data Access and Fraud Act; trespass to chattels and
6 replevin. Asylum counterclaimed against Veeco for infringement of United States
7 Patent No. 5,825,020 and breach of contract. This Court has jurisdiction over this
8 action pursuant to 28 U.S.C. §§ 1331, 1338(a), 1367(a).

9 2. In light of the risks and expenses of further litigation of this action,
10 Veeco and Asylum have reached a settlement of their dispute as set forth in this
11 Stipulated Judgment and Order and the License Agreement concurrently executed
12 by the parties ("Agreement").

13 3. This action, including all claims, defenses, affirmative defenses and
14 counterclaims, shall be dismissed with prejudice except insofar as this Court shall
15 retain exclusive, continuing jurisdiction to enforce, administer, and/or interpret this
16 Stipulated Judgment and Order, and the Agreement.

17 4. Veeco and Asylum shall each bear their own legal costs and attorneys'
18 fees incurred in this action.

19 IT IS SO ORDERED:

20 DATED: August 14, 2008

21 By George Wu
22 Hon. George Wu
23 United States District Judge

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